

STOP Violence Against Women

Certified Assurances

Agency Name:

Project Title:

Contract No.:

In addition to the general terms contained in the *Application Packet*, the applicant is also conditioned upon and subject to compliance with the following assurances.

1. The applicant assures that it will comply, and all its subcontractors will comply, with the applicable provisions of Sections 2001 through 2006 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, Section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; The Reauthorized Violence Against Women Act of 2000; *Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts*; the *OC Financial Guide*; the *Application Packet for the 2002 STOP Violence Against Women Grant Program*; and other applicable federal laws, orders, circulars or regulations.
2. The applicant agrees to maintain the records necessary to evaluate the effectiveness of the project.
3. Subgrant Award Reports for STOP and STOP (VAWA) are due with the award documents and no later than 30 days from the beginning of the contract period.
4. STOP and STOP (VAWA) contractors must submit a report, on the form provided by the Department of Public Safety, six months after the beginning date of the contract, which outlines the status of the project from both a financial and a programmatic standpoint.
5. The applicant agrees to submit, within 15 days of the project period ending date, a performance report which will include a summary description of the project; the data collected on the performance indicators included in the program description/annual report forms included in the application packet; the results of the evaluation process; and a brief assessment of impact.
6. **Travel:** Expenditures for travel must be supported and documented by signed travel vouchers. Hotel or motel receipts must be on file. Maximum amounts cannot exceed the amounts approved in the budget for mileage, meals and other expenses. Reimbursement of travel expenses will not occur until after the travel has taken place.
7. **Equipment:** Expenditures for equipment must be in accordance with the approved budget. All items of equipment must be assigned an inventory number and be readily identifiable as being purchased with Missouri Department of Public Safety funds.
8. **Supplies and Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers must support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved. The titles of films, brochures, and other “miscellaneous items”, not specifically outlined in the approved budget, must be submitted to the Missouri Department of Public Safety, Office of the Director, for approval **prior** to purchasing same. Reimbursement of conference registration fees will not be reimbursed until the conference has taken place.
9. **Personnel:** The applicant assures that time and attendance records shall support any personnel costs and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved.

If less than 100% of an employee’s salary is supported by the contract – either through federal funding or local match funding – that employee must keep a timesheet of all activities to document the percentage of time spent on the project. Only actual time spent on the project may be claimed. The timesheets must include

the date, the beginning time, a brief description and the ending time for each task performed by the employee. If less than 100% of an employee's salary is supported by the contract – either through the federal funding or the local match funding – but the employee is spending 100% of her/his time on the project as supported by the employee's job description, this requirement may be waived at the discretion of the Department of Public Safety.

10. **Local Share:** The approved match must be expended within the time period (the contract period) for which federal funds are available for expenditure under the approved contract. Records must be maintained to show the amount and timing of the match. These records are subject to audit in the same manner and to the same extent as books and records dealing with federal funds.

Failure to provide the approved match may result in your agency being required to refund the federal share to the Missouri Department of Public Safety.

11. **Interest:** The applicant assures that federal funds will not be used to pay interest or any other financial costs.

Contract Adjustments/Budget Revisions:

Formal Budget Revisions: Prior approval must be received from the Missouri Department of Public Safety, Office of the Director, for certain types of changes to the budget or project scope. These types of changes are listed below:

- a. The addition or deletion of a specific budget line item
- b. Monetary additions to the Personnel Budget Category
- c. A change in the approved budget categories in excess of 10 percent of the total award amount.
- d. A change in the scope of the project
- e. A change in or temporary absences of the project director or authorized official
- f. A change in the project site
- g. A change in the name of the agency

Prior approval must be received from the Missouri Department of Public Safety for any **programmatic** changes in the contract.

Timing of Formal Budget Revisions: If a budget or programmatic revision is required, the request for a change must be submitted at least **30** days prior to the proposed change taking effect and at least **60** days prior to the end of the contract. Budget revisions must be requested on the required form. Budget revisions will not be retroactive unless there are extenuating circumstances presented.

Informal Budget Revisions:

Prior approval does not need to be sought from the DPS when transferring less than 10% (cumulative during the contract period) of the total grant award from one budget category to another budget category or within a budget category (except for the Personnel Budget – Prior approval for any monetary additions to this category is necessary).

12. **Contractual Services:** The applicant assures that the following general requirements will be followed when subcontracting for work or services contained in this proposal:

- All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided which shall not exceed the length of the grant period.
- A copy of all written contracts for contractual or consultant services must be forwarded to the Missouri Department of Public Safety, Office of the Director, upon their ratification.
- Payments must be supported by statements providing the services rendered and supporting the period covered.
- Any contract or agreement for services of \$3,000 or more which is not entered into as a result of competitive bidding procedures (or if only one bid is received) must receive prior approval from the Missouri Department of Public Safety, Office of the Director.
- Individual rates cannot exceed \$450.00 per day without prior approval from the Missouri Department of Public Safety or the U.S. Department of Justice.

13. **Procurement**: The applicant assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. In addition, the applicant assures that all procurement transactions will meet the minimum standards set forth in the *Missouri Department of Public Safety Financial and Administrative Guide for Contracts*.
14. **Sole Source Procurement**: When only one bid is received or only one vendor is contacted, the purchase is deemed to be sole source procurement. Sole source procurement on purchases with an individual cost from \$3,000.00 to \$100,000 requires **prior** approval by the Department of Public Safety. In addition, sole source procurement for amounts in excess of \$100,000 requires **prior** U.S. Department of Justice approval.
15. The applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
16. The applicant fully understands that the intent of the STOP Violence Against Women Grant Program is to address violent crimes committed against **adult women**, (especially the crimes of domestic violence, sexual assault and stalking), and will comply with this intent.
17. The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall be used for STOP Violence Against Women Grant Program purposes only.
18. The applicant assures that federal block grant funds made available will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of federal funds, be made available for the activities of this project.
19. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
20. **Audit**: The applicant agrees to provide an annual audit of their organization in accordance with the provisions of Office of Management and Budget Circulars applicable to their organization.
21. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require.
22. The applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file which meets the requirements therein.
23. The applicant assures that, in connection with the furnishing of services under this contract, it will comply and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
24. The applicant assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Violence Against Women Act, 42 U.S.C. Department of Justice Non-Discrimination Regulations 28 CFR part 42, Subparts C, D, E, and G.
25. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs, U.S. Department of Justice.
26. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that “any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law

enforcement, safety or criminal justice purposes.”

27. The applicant assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri’s Constitutional Amendment for Victims’ Rights and **Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance.)

28. The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

29. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

30. An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public

Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

31. The applicant assures that, if this project is intended for a law enforcement agency, such agency must be in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting. Section 43.505, subsection 3, states that “Every law enforcement agency in the state shall:

- a. Submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department; and
- b. Submit any other crime incident information which may be required by the Department of Public Safety.”

Section 43.505, subsection 4 states “Any law enforcement agency that violates this section may be ineligible to receive state or federal funds which would otherwise be paid to such agency for law enforcement, safety or criminal justice purposes.”

32. The applicant assures that, if the project is intended for a law enforcement agency, such agency must be in compliance with the provisions of Section 590.650, RSMo relating to racial profiling. Failure to comply with these statutory provisions may result in the withholding of funds to the noncompliance law enforcement agency.

33. The applicant assures that, if funding under this contract is provided to any law enforcement agency, the law enforcement agency is in compliance with the provisions of Section 43.505, relating to uniform crime reporting, and Section 590.650, relating to racial profiling.

Failure to comply with any of the foregoing certified assurances could result in funds being withheld until such time as the contractor takes appropriate action to rectify the incident(s) of non-compliance.

The applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

Authorized Official

DATE

Project Director

DATE